

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	Case No. 23-CV-2804
Plaintiff,)	
)	Honorable Joan B. Gottschall
v.)	
)	
SUNNYBROOK EDUCATION ASSOCIATION,)	
IEA-NEA,)	
Defendant.)	

CONSENT DECREE

THE LITIGATION

1. Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) filed this action alleging that Defendant, Sunnybrook Education Association, IEA-NEA, (“SEA” or “the Union”) violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e)-2, by discriminating against Eugene Johnson on the basis of his race. SEA filed an answer denying the allegations made by Plaintiff EEOC. This Decree shall not constitute an adjudication and/or finding on the merits of the case or an admission by either party of the claims or defenses of the other party.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the EEOC and SEA have agreed that this action should be fully and finally resolved by entry of this Consent Decree (“Decree”).

3. This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC and shall be binding on the EEOC; on SEA; on SEA’s officers, agents, successors, and assigns; and any persons in active concert or participation with SEA.

FINDINGS

4. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds that:

- a. This Court has jurisdiction over the subject matter of this action and the parties;
- b. The terms of this Decree are adequate, fair, reasonable, equitable, and just;
- c. The rights of the EEOC, Johnson, SEA, and the public interest are adequately protected by this Decree;
- d. This Decree conforms to the Federal Rules of Civil Procedure and Title VII of the Civil Rights Act of 1964, and is not in derogation of the rights or privileges of any person; and
- e. Entry of this Decree will further the objectives of Title VII and will be in the best interests of the EEOC, Johnson, SEA, and the public interest.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

INJUNCTION AGAINST DISCRIMINATION AND RETALIATION

5. SEA, its officers, agents, successors, assigns, and any persons acting in concert with it are hereby enjoined from engaging in employment practices prohibited by Title VII of the Civil Rights Act of 1964, specifically: (1) enforcing the collective bargaining agreement between SEA and Sunnybrook School District 171 on the basis of race; and (2) engaging in any form of retaliation against any person because such person has opposed any practice prohibited by Title VII, filed a charge of discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree. SEA, its officers, agents, successors, assigns, and any persons acting in concert with it

are further hereby enjoined from grieving or renewing its grievance of Johnson's promotion should the School District decide to promote Johnson to Head Custodian under the terms of the promotion proposed in 2018, with a pay rate adjusted to follow the pay raises outlined in the collective bargaining agreements entered into between SEA and the School District since 2018.

MONETARY RELIEF

6. Within twenty-one (21) calendar days of (a) the approval and entry of this Decree by the Court, and (b) receipt by SEA of a copy of the release agreement attached as Exhibit A executed by Johnson, whichever is later, SEA shall pay Johnson the gross sum of \$110,000 in settlement. Payment will be made via a check payable to Johnson and mailed to him at the address indicated on his signed release, and a copy of this check will be sent to the EEOC. SEA is not and has never been Johnson's employer. All monetary payments made under this decree shall constitute compensatory damages for which no withholdings shall be made. SEA shall, or shall cause, an IRS Form 1099 to be issued to Johnson for the settlement payment.

7. If any portion of the monetary relief is not issued and mailed to Johnson within twenty-one (21) calendar days of the approval of this Decree by the District Court or after SEA receives a Release, attached as **Exhibit A**, signed by Johnson, whichever is later ("Unpaid Amount"), then for each business day beyond the tenth business day after such twenty-one (21) calendar day period that such portion remains unpaid, SEA shall pay to Johnson, in the manner set forth above, an amount equal to the greater of \$50 or 0.1% of the Unpaid Amount.

NON-MONETARY RELIEF

8. Within 21 calendar days of (a) the approval and entry of the Decree by the Court and (b) the receipt by SEA of a copy of the release agreement attached as Exhibit A executed by Johnson, whichever is later, SEA shall send Sunnybrook School District a letter, attached as **Exhibit B**, stating that, should Sunnybrook School District award Johnson a promotion to Head

Custodian consistent with the title and terms of the promotion that Sunnybrook School District sought for Johnson on or around November 2018, the SEA would not grieve said promotion. SEA shall also provide a copy of the letter to Johnson.

TRAINING

9. Within sixty (60) calendar days after the first day of student attendance of the 2025-2026 School Year, all officers of SEA and all members of SEA's Executive Committee, Negotiations Committee, Bargaining Team, and Grievance Committee, shall receive a training of at least sixty (60) minutes duration regarding the provisions of Title VII which must include training on a Union's obligation to bargain and fairly represent all bargaining unit employees without regard to race.

10. Within sixty (60) calendar days of the entry of this decree, and again within sixty (60) calendar days after the first day of student attendance of the 2025-2026 School Year, SEA will provide via email to all members and other individuals whom SEA represents in contract negotiations a written explainer of their rights under Title VII as they apply to actions by a union. SEA may include in that written explainer information about an employer's obligations under Title VII if that information is presented clearly to distinguish between the employer's and the union's obligations under Title VII.

11. SEA shall provide EEOC with the name and qualifications of the outside trainer(s) and the proposed training content and materials no less than twenty-one (21) calendar days before the training is scheduled to begin. SEA shall provide EEOC with the proposed written explainer of rights no less than twenty-one (21) calendar days before distributing the explainer. EEOC has ten (10)

calendar days in which to object, in writing, to the qualifications of the outside trainer(s) selected by SEA and the proposed training content and materials and/or the proposed written explainer.

12. No later than seven (7) calendar days after the training session described above takes place, SEA shall certify to the EEOC in writing that the required training session has taken place and that the required personnel have attended. Every certification of training described in this paragraph must include:

- a. the date, location, and duration of the training;
- b. a copy of the registry of attendance, which shall include the name and position of each person trained;
- c. a current list by name and position of all individuals subject to the training requirement; and
- d. copies of any and all pamphlets, brochures, outlines, or other written materials provided or displayed to the individuals attending each training session, if not already provided to the EEOC.

13. No later than seven (7) calendar days after the written explainer of rights described above is distributed, SEA shall certify to the EEOC in writing that the distribution has taken place. The certification described in this paragraph must include:

- a. the date(s) on which the explainer was distributed;
- b. a list of the names of all individuals to whom the explainer was distributed and their respective email addresses to which the explainer was sent; and
- c. copies of any and all pamphlets, brochures, outlines, or other written materials constituting or provided with the explainer, if not already provided to the EEOC.

POSTING AND DISTRIBUTION OF NOTICE

14. No later than seven (7) calendar days after entry of this Decree, SEA shall post copies of the Notice attached as **Exhibit C** to this Decree on SEA's bulletin board in each Sunnybrook School District 171 school building in a conspicuous location that is typically used for communicating union membership information to members. The Notice will remain posted for the Term of the decree. See Paragraph 22. SEA shall ensure that the posting is not altered, defaced or covered by any other material.

15. SEA shall certify to the EEOC in writing within fourteen (14) calendar days after entry of this Decree that the Notice has been posted in accordance with Paragraph 14 and shall identify the location(s) of the postings.

RECORD KEEPING

16. During the term of this Decree, solely for the purpose of verifying compliance with this Decree, SEA shall maintain and make available for inspection and copying by the EEOC written records of every complaint or report made by or on behalf of any employee of race discrimination by SEA or any agent of SEA. For each such complaint or report, such records shall include: (a) the name of the employee who made the complaint or report and that employee's address and telephone number; (b) the date of the complaint or report; (c) a written description of what was alleged in the complaint or report; (d) a written description of the resolution or outcome of the complaint or report, including a description of what actions, if any, SEA took; (e) if the complaint or report was made in written form, a copy thereof; and (f) a signed verification by the agent of SEA who prepared the record that the record is accurate. The verification described in (f) is not an admission that the underlying complaint is true.

17. SEA shall require its officers and agents, upon request by the EEOC, to cooperate reasonably with and, upon reasonable notice in writing to undersigned counsel for SEA, to be interviewed by the EEOC for purposes of verifying compliance with this Decree.

REPORTING

18. SEA shall furnish to the EEOC the following written reports semi-annually (“Semi-Annual Report”) during the term of this Decree. The first Semi-Annual Report shall be due six (6) months after entry of the Decree. Subsequent Semi-Annual Reports shall be due every six (6) months thereafter, except that the final Semi-Annual Report shall be due thirty (30) calendar days prior to the expiration of the Decree. Each such Semi-Annual Report shall contain:

- a. A summary of every complaint or report made by or on behalf of any employee of race discrimination by SEA or any agent of SEA, for the six (6) month period preceding the Semi-Annual Report or a certification by SEA that no complaints or reports of discrimination were received during that period;
- b. A list of all grievances filed by SEA, for the six (6) month period preceding the Semi-Annual Report or a certification by SEA that no grievances were filed during that period;
- c. A list of all Memorandum of Understanding between SEA and Sunnybrook School District 171, for the six (6) month period preceding the Semi-Annual Report or a certification by SEA that no Memoranda of Understanding were entered into during that period; and

- d. a certification by SEA that the Notices required to be posted pursuant to Paragraph 14 of the Decree remained posted in the manner required during the entire six (6) month period preceding the Semi-Annual Report.

19. EEOC, upon request, may ask SEA to provide the underlying documents that SEA used to create the summaries described in Paragraph 18. If EEOC makes such a request, SEA shall, within 14 days, furnish such documents, including any document maintained pursuant to Paragraph 16.

20. No later than Forty-five (45) days prior to the end of the 2026-2027 school year, SEA shall furnish notice to EEOC whether it anticipates that the new collective bargaining agreement (“CBA”) will be ratified and signed by SEA and the School District by the end of the 2026-2027 school year. If SEA reports that the CBA will not be ratified and signed, the decree will remain in effect as described in Paragraph 21. If the decree continues past the end of the 2026-2027 school year because the CBA has not been ratified and signed, the final report, described in Paragraph 18, will be due thirty (30) calendar days before the end of the duration of the decree as outlined in Paragraph 22.

DISPUTE RESOLUTION

21. If during the term of this Decree either party to the Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party fourteen (14) calendar days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within fourteen (14) calendar days, the complaining party may apply to the Court for relief,

including modification of this Decree or other relief that the Court determines to be appropriate. The Court shall have available to it all remedies for correcting non-compliance by any party that are within the inherent powers of the Court.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

22. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) immediately following the entry of the Decree through the last day of the Sunnybrook School District 171's 2026-2027 school year as published in the District's calendar at www.sd171.org. In the event that a CBA has not been ratified and signed by SEA and the School District by the end of the 2026-2027 school year, then the Decree will remain in effect forty-five (45) calendar days past the date when the CBA is ratified and signed by SEA and the School District, but the Decree will not remain in effect for longer than three (3) years from the entry of this Decree. Provided, however, that if at the end of the term of the Decree, any disputes under Paragraph 21 above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

23. SEA agrees that the receipt of monetary relief under this Decree shall not be conditioned on any matter not expressly set forth in this Decree. In particular, monetary relief is not conditioned on any agreement by Johnson to: (a) maintain as confidential the facts and/or allegations underlying this lawsuit and/or the terms of this Decree; (b) waive any statutory rights to file any future charge with any government agency; or (d) enter into a non-disparagement and/or confidentiality agreement.

24. Except by the order of the Court under Paragraph 21, each party to this Decree shall bear its own expenses, costs, and attorneys' fees.

25. The terms of this Decree shall be binding upon the present and future representatives, agents, directors, officers, managers, agents, assigns, and successors and assigns of SEA and the EEOC. This Paragraph shall not be deemed to limit any remedies available in the event of any findings by the Court of contempt for a violation of this Decree.

26. When this Decree requires a certification by SEA of any fact(s), such certification shall be made under oath or penalty of perjury by an officer of SEA to the best of such officer's knowledge, information, and belief.

27. All notifications and communications to the parties required under this Decree will be made in writing by email to the following persons (or other counsel of record that the relevant party specifies in writing):

For Sunnybrook Education Association, IEA-NEA:

N. Elizabeth Reynolds, Esq.
Allison, Slutsky & Kennedy, P.C.
230 W. Monroe Street, Suite 2000
Chicago, IL 60606
Email: reynolds@ask-attorneys.com

For EEOC:
Legal Unit – Sunnybrook Settlement
230 South Dearborn Street, Suite 2920
Chicago, IL 60604
Email: cdo_decrees@eEOC.gov

EEOC'S REPORTING REQUIREMENTS UNDER IRC SECTIONS 162 (F) AND 6050X

28. The EEOC may be required to report the fact of this settlement to the IRS under Section 162(f) and 6050X of the Internal Revenue Code which allow for certain payments by employers to be deducted from the employer's taxes. If the EEOC is required to do so, the EEOC

will provide the employer with the copy of the 1098-F form that it will provide to the Internal Revenue Services (IRS).

29. The SEA's EIN is: 36-4201633

30. The individual to whom the EEOC should mail a copy of the 1098-F, if the EEOC is required to issue one is:

Name:

N. Elizabeth Reynolds, Esq.

Physical address:

Allison, Slutsky & Kennedy, P.C.
230 W. Monroe Street, Suite 2000
Chicago, IL 60606

Date: August 29, 2025

/s/ Joan B. Gottschall
United States District Judge

Agreed to in form and content:

For the UNITED STATES EQUAL
EMPLOYMENT OPPORTUNITY
COMMISSION

230 S Dearborn, Suite 2920
Chicago, Illinois 60604

/s/ Gregory Gochanour
GREGORY GOCHANOUR
Regional Attorney

/s/Ethan Cohen
ETHAN COHEN
Assistant Regional Attorney

/s/Emma Heo
EMMA HEO
Trial Attorney

SUNNYBROOK EDUCATION
ASSOCIATION, IEA-NEA

By: _____
Jessica Barrett, President

Date: _____

Approved as to form and content:

/s/ N. Elizabeth Reynolds
N. ELIZABETH REYNOLDS
Allison, Slutsky & Kennedy, P.C.
230 W. Monroe Street, Suite 2000
Chicago, Illinois 60606
Counsel for Sunnybrook Education Association,
IEA-NEA

EXHIBIT A

RELEASE AGREEMENT

In consideration of \$110,000 to be paid to me by Sunnybrook Education Association, IEA-NEA, in connection with the resolution of EEOC v. Sunnybrook Education Association, IEA-NEA, Case No. 23-cv-2804 (N.D. Ill.), I waive my right to recover for any claims of employment discrimination arising under Title VII of the Civil Rights Act of 1964 that I had against Sunnybrook Education Association, IEA-NEA, on or before the date of this release and that were included in the claims in EEOC's complaint in EEOC v. Sunnybrook Education Association, IEA-NEA.

Signed: _____
Eugene Johnson

Date: _____

Mailing Address:

EXHIBIT B

_____, 2025

Dr. Erika Millhouse-Pettis
Superintendent
Sunnybrook School District, 171
19266 Burnham Ave
Lansing, IL 50438

Re: Eugene Johnson, Custodian,

Dear Dr. Millhouse-Pettis,

Sunnybrook Education Association, IEA-NEA (hereinafter SEA) and the U.S. Equal Employment Opportunity Commission (hereinafter EEOC) have been involved in litigation regarding the School District's attempt to promote Eugene Johnson and SEA's grievance of that promotion, in or around November 2018, to Head Custodian with a raise to \$23.88 per hour. As part of the resolution of that matter, SEA is writing to inform the School District that it would not grieve nor renew its grievance of Johnson's promotion should the School District decide to promote Johnson to Head Custodian under the terms of the promotion proposed in 2018, with a pay rate adjusted to follow the pay raises outlined in the collective bargaining agreements entered into between SEA and the School District since 2018. This statement is limited to the raise and promotion of Eugene Johnson, and SEA does not waive any right to file any grievance with respect to any conduct that violates the terms of any CBA entered into between SEA and the School District.

EXHIBIT C

NOTICE TO SUNNYBROOK EDUCATION ASSOCIATION, IEA-NEA
BARGAINING UNIT EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in the Northern District of Illinois in EEOC v. Sunnybrook Education Association, IEA-NEA, Case No. 23-cv- 2804 (N.D.Ill.), resolving a lawsuit filed by the U.S. Equal Employment Opportunity Commission (EEOC) against Sunnybrook Education Association, IEA-NEA (“SEA”).

In this lawsuit, the EEOC alleged SEA violated Title VII of the Civil Rights Act of 1964, by discriminating against a Black custodian. SEA filed an Answer denying these allegations.

To resolve this case, the EEOC and SEA have entered into a Consent Decree requiring, among other things, that:

1. SEA will make a monetary payment to the employee affected by the alleged violation;
2. SEA will not engage in any employment practice prohibited by Title VII;
3. SEA will not retaliate against anyone for making a report or complaint about unlawful employment discrimination, for filing a charge of discrimination, or for participating in any way in a proceeding under Title VII; and
4. SEA will train union officers and agents regarding their duties, rights, and obligations under Title VII;
5. SEA will provide written information to bargaining unit employees informing them of their rights under Title VII as they relate to unions and employers.

The Consent Decree does not constitute an admission or finding of any violation of Title VII of the Civil Rights Act of 1964 by SEA.

The EEOC is a federal agency that enforces federal laws prohibiting discrimination in employment based on race, color, sex, religion, national origin, age, disability, genetic information, and retaliation. Further information about EEOC and these laws is available on EEOC’s web site at www.eeoc.gov. If you believe you have been subjected to unlawful discrimination or retaliation, you may contact EEOC by phone at (312) 872-9777 or by TTY at (312) 872-9777. The EEOC charges no fees.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted from the date below through the last day of the Sunnybrook School District 171’s 2026-2027 school year or 45 days after Sunnybrook Education Association and Sunnybrook School District ratify and sign their next collective bargaining agreement, but not longer than 3 years from entry of this decree, and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Sunnybrook Education Association, IEA-NEA Consent Decree Compliance; EEOC – Legal Unit; 230 S Dearborn, Suite 2920; Chicago, Illinois 60604.

Date: August 29, 2025

/s/ Joan B. Gottschall
United States District Judge